



BOULT ■ CUMMINGS  
CONNERS ■ BERRY<sup>PLC</sup>

RECEIVED

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T.R.A. DOCKET ROOM

March 3, 2004

Hon. Kim Beals, Hearing Officer  
Tennessee Regulatory Authority  
460 James Robertson Pkwy.  
Nashville, Tennessee 37238

Re Petition for Arbitration of Cellco Partnership D/B/A Verizon Wireless  
Docket No. 03-00585

Dear Hearing Officer Beals:

Enclosed please find the original and fourteen (14) copies of CMRS Providers' Position on Interim Compensation filed on behalf of the CMRS Providers. Also enclosed is the original and fourteen (14) copies of the Joint Issues Matrix filed on behalf of the CMRS Providers and the ICO Coalition. Please note that simply because of logistics, the ICO Coalition did not receive the final version of the Joint Issues Matrix until late yesterday and has informed the CMRS Providers that it has not had an opportunity to completely review the document. The ICO Coalition has, however, informed the CMRS Providers that it is in general agreement with earlier reviewed versions of the Joint Issues Matrix. The parties are going ahead and submitting this Joint Issues Matrix in order to comply with the Procedural Schedule. The parties also wish to point out that inasmuch as all parties may seek to continue to attempt to resolve or remove open issues, the matrix is a dynamic document in any event and it does not by itself establish what issues actually remain open nor the specific definitive position of a party.

Pursuant to the Procedural Schedule, a Protective Order was to be filed today as well. The CMRS Providers and the ICO Coalition jointly request that the Hearing Officer grant an extension for the filing of the Protective Order. Despite the parties' best efforts, the parties were unable to complete a draft. The parties expect to be able to submit a draft by Monday, March 8th.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By.   
Henry Walker KG

**RECEIVED**  
**BEFORE THE**  
**TENNESSEE REGULATORY AUTHORITY**     **AM 3:16**

Petition for Arbitration of Cellco Partnership d/b/a Verizon Wireless, Cingular Wireless, AT&T Wireless PCS d/b/a AT&T Wireless, T-Mobile USA, Inc., and Sprint Spectrum d/b/a Sprint PCS

**T.R.A. DOCKET ROOM**

**Docket No. 03-00585**

**CMRS PROVIDERS' POSITION  
ON INTERIM COMPENSATION**

Pursuant to Hearing Officer Beale's direction at the February 23, 2003 status conference, Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless"), Chattanooga MSA Limited Partnership, BellSouth Personal Communications, LLC and BellSouth Mobility LLC, doing business as Cingular Wireless ("Cingular"), AT&T Wireless PCS, LLC, doing business as AT&T Wireless ("AT&T Wireless"), PowerTel Kentucky, Inc., PowerTel Memphis, Inc., PowerTel Birmingham, Inc., PowerTel Atlanta, Inc., doing business as T-Mobile ("T-Mobile"), and Sprint Spectrum, L.P., doing business as Sprint PCS ("Sprint"), (collectively, the "CMRS Providers") hereby provide their position on interim compensation

During the course of negotiations for an interconnection agreement, the CMRS Providers made several good faith offers to the Rural Coalition of Small Local Exchange Carriers and Cooperative (the "ICOs") for interim compensation pursuant to the Federal Communications Commission's ("FCC") rules governing such arrangements. *See* 47 C.F.R. § 51.715 To date, the ICOs have rejected all of these offers. The CMRS Providers assert that to the extent that the ICOs wish to be compensated on an interim basis for CMRS traffic that terminates on their

networks, any such interim compensation arrangements must be established in the manner prescribed by the FCC rules.

47 C.F.R. § 51.715 establishes detailed rules that govern the exchange of traffic and compensation for that traffic on an interim basis during the pendency of interconnection negotiations and/or arbitrations. Specifically, section 51.715 provides that upon request from a telecommunications carrier without an existing arrangement, an incumbent local exchange carrier (“ILEC”) must provide transport and termination under an interim arrangement (47 C.F.R. § 51.715(a)), which provides for compensation at symmetrical rates. 47 C.F.R. § 51.715(b). The rule provides three options for the establishment of these interim rates: (i) rates established by the state commission based on forward-looking economic cost studies; (ii) default price ranges and ceilings established by the state commission consistent with 47 C.F.R. § 51.707, or (iii) default rates specified in 47 C.F.R. § 51.715(b)(3) for switching and transport. 47 USC § 51.715(b).<sup>1</sup> The rules provide that the interim rates are to be in effect until an agreement has been approved by the state commission (47 C.F.R. § 51.715(c))<sup>2</sup> and that if the interim rates differ from the rates finally approved by the state commission, they shall be adjusted retroactively (the so-called “true-up” provisions). 47 C.F.R. § 51.715(d).

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<sup>1</sup> Although there has been some controversy as to the continuing validity of the default rates under 47 C.F.R. § 51.707 (*See AT&T v. Iowa Utilities Board* 525 US 366 (1999)), the CMRS providers are willing to use these default rates as the interim compensation rate for the exchange of traffic with the ICOs.

<sup>2</sup> Section 51.715 (c) also provides that the interim rate would cease if the period for requesting arbitration has passed with no request being filed. Given that a request for arbitration was timely filed in the instant case, this provision is not applicable.

Consistent with the provisions of section 51.715, the CMRS Providers made an interim compensation offer to the ICOs on July 30, 2003.<sup>3</sup> In their July 30 offer, the CMRS Providers proposed several alternatives for the establishment of an interim compensation rate, with the choice of methodology left to the ICOs. As an initial matter, the CMRS Providers offered any of the rate options set forth in section 51.715(b). Alternatively, since the CMRS Providers were not aware of the Tennessee Regulatory Authority (“TRA”) establishing interconnection rate for the ICOs, the CMRS Providers offered to pay a cost-based rate which had been established by the TRA, *i.e.*, the transport and termination rate established by the TRA for BellSouth prior to BellSouth’s adoption of the FCC’s internet service provider (“ISP”) rate.

Consistent with the FCC rules, the CMRS Providers proposed that the rate be symmetrical, paid reciprocally and subject to true-up. Thus, if the TRA were to order a higher compensation rate as a result of the arbitration, both parties would receive the benefit of that higher rate during the interim period. In addition, as is common practice in interconnection arrangements between wireless and landline providers, the CMRS Providers proposed that the interim arrangement include a traffic factor, which would assume for purposes of the interim arrangement that 65% of the traffic was mobile-originated and 35% was land-originated.

The ICOs, however, rejected the offer, claiming that section 51.715 is “irrelevant and inapplicable” because, allegedly, the CMRS Providers have an existing interconnection arrangement that provides for the transport and termination of telecommunications traffic by the

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<sup>3</sup> See July 30, 2003 letter from Suzanne Toller to Steven Kraskin, a copy of which is attached hereto as Exhibit A.

ICOs.<sup>4</sup> The ICOs' position in this regard is completely unsupportable. Although it is true that the interim transport and termination pricing provisions do not apply where there are existing interconnection arrangements, the exemption is clearly limited to those instances where there is an existing interconnection arrangement between the requesting carrier and the ILEC 47 USC §51.715(a)(1).<sup>5</sup> In this instance, the CMRS Providers are the "requesting carriers," and as the TRA is well aware, the CMRS Providers do not have any existing interconnection agreement with the majority of ICOs.<sup>6</sup>

The only arrangements the requesting carriers have with regard to the traffic terminated on the ICOs' network is with BellSouth, and those agreements provide only for the transit of traffic to the ICOs. The agreements the CMRS Providers have with BellSouth do not contain any provisions relating to compensation to the ICOs for termination of CMRS traffic. Moreover, although the parties have argued about the applicability of the intraLATA toll arrangements to the exchange of CMRS traffic<sup>7</sup>, it is beyond dispute that those arrangements are not between a "requesting carrier" (*i.e.*, the CMRS Provider) and the ICOs. Thus, contrary to the ICOs' assertion, section 51.715 applies.

Despite repeated requests for a counterproposal, the ICOs have never made one. Nevertheless, on October 8, 2003, the CMRS Providers made a more favorable interim

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<sup>4</sup> See August 4, 2003 letter from Steven Kraskin to Suzanne Toller, a copy of which is attached as Exhibit B. See also August 12 letter from Elaine Critides to Steven Kraskin, a copy of which is attached as Exhibit C.

<sup>5</sup> 47 USC §51.715 (c)(1) states that "This requirement shall not apply when the requesting carrier has an existing interconnection arrangement that provides for the transport and termination of telecommunications traffic by the incumbent LEC."

<sup>6</sup> Some of the CMRS Providers do have interconnection agreements with isolated ICOs. To the extent that these agreements are in effect, the parties are complying with the terms of those agreements.

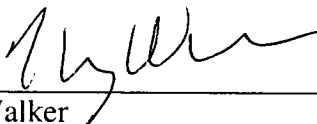
<sup>7</sup> See *e.g.* Briefs of BellSouth, CMRS Providers and ICOs filed February 27, 2004 in *Generic Docket Addressing Rural Universal Service*, Docket No. 00-00523.

compensation offer to the ICOs by increasing the interim reciprocal rate to one cent (1¢) per minute and changing the traffic ratio to 70% mobile-originated traffic and 30% CRMS-originated traffic.<sup>8</sup> The ICOs also rejected this offer.

The CMRS Providers are willing to continue to exchange traffic with the ICOs on a bill and keep basis until an interconnection agreement is adopted by the TRA. If, however, the ICOs do wish to establish an interim compensation arrangement, it must be governed by the detailed provisions of section 51.715, which require that the interim rate be symmetrical, reciprocal, cost-based and subject to true-up.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:   
Henry Walker  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

Submitted on behalf of the CMRS Providers

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<sup>8</sup> See October 8, 2003 e-mail from Suzanne Toller to Steve Kraskin and select ICO representatives, a copy of which is attached hereto as Exhibit D. Because this e-mail contains confidential information, it has been redacted to show only the portion of the e-mail related to interim compensation.



## Davis Wright Tremaine LLP

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July 30, 2003

VIA E-MAIL AND REGULAR MAIL

Mr. Steve Kraskin  
Kraskin, Lessee & Cosson, LLP  
2120 L. Street, NW, Suite 520  
Washington, DC 20037

Re: Tennessee Interim Compensation Offer (TRA Docket No. 00-00523)

Dear Steve:

This letter confirms the wireless carriers' offer to the members of the Tennessee Rural Independent Coalition (the "Coalition") to establish a reciprocal interim compensation arrangement pending resolution of negotiations or arbitration and approval of such rates by the Tennessee Regulatory Authority ("TRA").<sup>1</sup> I am authorized to provide this offer to you by representatives of the following wireless carriers: AT&T Wireless Services, Sprint PCS, Cingular Wireless, Cellco Partnership d/b/a "Verizon Wireless," T-Mobile, US Cellular and Clear Talk (collectively, the "Wireless Carriers"). Consistent with the provisions of the mechanisms established by the Federal Communications Commission ("FCC") in 47 CFR section 51.715, the Wireless Carriers propose that the interim compensation arrangement include the following terms:

- ❖ *Interim Rate:* For the ILECs in the Tennessee Rural Coalition for which the TRA has established transport and termination rates based on forward looking costs, those rates should be used on an interim basis. For those ILECS for which the TRA has not

<sup>1</sup> Such negotiations are occurring pursuant to the wireless carriers' May 29, 2003 bona fide request for interconnection negotiations pursuant to section 251 of the Communications Act, as supplemented by the carriers' June 6, 2003 letter. (Copies of the letters are enclosed)

established such rates, we propose to use as the interim rate either: (i) the transport and termination rate established by the TRA for BellSouth and used by BellSouth prior to its adoption of the FCC's internet service provider ("ISP") rate; or (ii) the default rates established 47 CFR section 51.715(b)(3) (even though those rates have been invalidated, the Wireless Carriers would be willing to agree to pay them on a interim basis). The choice as to whether to select rate method (i) or (ii) would be made by the Tennessee Rural Coalition on behalf of all of its members. That selection would be applicable until the TRA establishes rates for the participating ILECs and would be subject to true-up, as further provided below. These rates would apply on a symmetrical, reciprocal basis to all traffic exchanged between the parties.

- ❖ *Traffic Ratio:* For purposes of the proposed interim compensation arrangement, parties will use a traffic factor of 65% mobile-originated-35% land-originated as the basis for reciprocal compensation. A Wireless Carrier or participating ILEC could request adjustment of this traffic ratio based on actual measured traffic.
- ❖ *Billing Period and De Minimis Exception:* Billing would be on a monthly basis. To avoid requiring the ILECs and the Wireless Carriers to send out bills for very small amounts, the parties agree that if the volume of traffic exchanged between any wireless carrier and any rural carrier is less than 10,000 minutes per month, traffic will be exchanged between those carriers on a bill and keep basis for that month.
- ❖ *True Up:* Pursuant to 47 CFR section 51.715(d) if the rates under this interim arrangement differ from the rates ultimately adopted by the TRA (pursuant to either a negotiated agreement or an arbitration) the rates will be subject to true up. The traffic factors will not, however, be subject to true up.
- ❖ *Effect on Existing Agreements:* An existing interconnection or traffic exchange agreement between a participating ILEC and a Wireless Carrier will continue in accordance with the existing terms and conditions contained within such agreement and will be unaffected by the interim compensation arrangement.

Please let us know at your earliest convenience whether the Coalition would like to enter the interim compensation arrangement proposed, and if so, which of the interim rate options the



Mr. Steve Kraskin  
July 30, 2003  
Page 3

Coalition chooses. The Coalition may accept this offer by signing below and indicating the rate option. Upon receipt of the Coalition's acceptance, the Wireless Carriers will consider the interim compensation arrangement to be in effect.

Very truly yours,

Davis Wright Tremaine LLP

Suzanne Toller  
Counsel for AT&T Wireless

cc: Joelle Phillips, BellSouth  
Hon. Ron Jones, Hearing Officer  
Jill Mounsey, AT&T Wireless  
Monica Barone, Sprint PCS  
Elaine Critides, Verizon Wireless  
Bill Brown, Cingular  
Dan Menser, T-Mobile  
Jim Nauman, US Cellular  
Tom Sams, ClearTalk

Enclosure

Agreed and accepted:

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Steven G. Kraskin, on behalf of the  
Tennessee Rural Independent Coalition

Rate Option: \_\_\_\_\_

K R A S K I N, L E S S E & C O S S O N, L L C  
ATTORNEYS AT LAW  
TELECOMMUNICATIONS MANAGEMENT CONSULTANTS

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Telecopier (202) 296-8893

August 4, 2003

VIA E-MAIL AND REGULAR MAIL

Suzanne Toller, Esq.  
Davis Wright Tremaine LLP  
SUITE 600  
ONE EMBARCADERO CENTER  
SAN FRANCISCO, CA 94111-3834

Re: Tennessee Interim Compensation Offer (TRA Docket No. 00-00523)

Dear Suzanne:

This letter responds to your July 30, 2003 correspondence to the members of the Tennessee Rural Independent Coalition (the "Coalition") and the offer to establish a reciprocal interim compensation arrangement pending resolution of negotiations or arbitration and approval of such rates by the Tennessee Regulatory Authority ("TRA"). The Coalition understands that the offer was submitted on behalf of AT&T Wireless Services, Sprint PCS, Cingular Wireless, Cellco Partnership d/b/a "Verizon Wireless," T-Mobile, US Cellular and Clear Talk (collectively, the "Wireless Carriers").

The Coalition members respectfully decline the offer. You state that the terms of the offer are "(c) onsistent with the provisions of the mechanisms established by the Federal Communications Commission ("FCC") in 47 CFR section 51.715 . . ." In fact, however, the referenced rules are irrelevant and inapplicable. These rules do not apply "when the requesting carrier has an existing interconnection arrangement that provides for the transport and termination of telecommunications traffic by the incumbent LEC." 47 CFR Sec. 51.715(a)(1).

In the existing situation, each of the Wireless Carriers has an established interconnection arrangement that provides for the transport and termination of traffic by the Coalition members. Each of your companies has executed a bilateral agreement with BellSouth to achieve the interconnection that you currently enjoy. There is no blockage of traffic transmitted from your networks to the Coalition member networks because an existing arrangement provides each of you with transport and termination on each Coalition member network. Accordingly, the referenced "interim interconnection rules" are not applicable.

The "interim" rules are not applicable because they are unnecessary where an interconnection arrangement already exists. The facts that brought us to our current negotiations involve the very

existence of your interconnection, not the absence of interconnection, nor any reticence by any Coalition member to transport and terminate the Wireless Carrier traffic. The interconnection arrangement currently enjoyed by the Wireless Carriers exists because BellSouth, to carry out the bilateral agreements it entered with each of you, utilizes an existing physical connection between BellSouth and each Coalition member. As the Coalition has repeatedly explained to the Wireless Carriers, the existing physical interconnection between BellSouth did not simply appear magically for use of transport and termination by any carrier in the absence of established terms and conditions.

The existing arrangement is subject to terms and conditions, including compensation, that have been established between BellSouth and each Coalition member. These terms and conditions are certainly subject to modification with the approval of the TRA. In fact, it is the very modification of these terms and conditions upon which we have entered negotiations with the Wireless Carriers and BellSouth in accordance with the May 5, 2003, Order issued by Director Jones. Until new terms and conditions are established pursuant to agreement or arbitration, however, the Coalition Members will enforce their rights pursuant to the existing agreements.

The Coalition has provided this information to the Wireless Carriers on numerous occasions, and most recently during the course of our meeting in Nashville on July 16.

Please confirm:

1. That you are aware that a business relationship exists between BellSouth and each Coalition member with respect to the establishment of physical interconnection between the companies.
2. Your understanding that the Coalition Members assert, as set forth in the Petition before the TRA in which the Wireless Carriers intervened, that there exist established terms and conditions with respect to the interconnection between BellSouth and the Coalition members.
3. That you are aware that the Coalition has repeatedly provided you with notice that your offer may be construed as an attempt to assist BellSouth in the avoidance of its obligations pursuant to the existing business arrangement between each Coalition member and BellSouth. Please do not overlook the fact that several Wireless Carrier company representatives have explained that they entered "meet point" arrangements to avoid the charges that BellSouth has previously "passed on" to the Wireless Carriers in accordance with filed interconnection agreements between BellSouth and the Wireless Carrier.
4. That each Wireless Carrier has reviewed the Coalition Petition in which it intervened and is aware, accordingly, of the claim of damages that each Coalition member may make.

As the Wireless Carriers know, the Coalition members previously compromised with BellSouth to establish an interim compensation level that temporarily altered the existing arrangement with

existence of your interconnection, not the absence of interconnection, nor any reticence by any Coalition member to transport and terminate the Wireless Carrier traffic. The interconnection arrangement currently enjoyed by the Wireless Carriers exists because BellSouth, to carry out the bilateral agreements it entered with each of you, utilizes an existing physical connection between BellSouth and each Coalition member. As the Coalition has repeatedly explained to the Wireless Carriers, the existing physical interconnection between BellSouth did not simply appear magically for use of transport and termination by any carrier in the absence of established terms and conditions.

The existing arrangement is subject to terms and conditions, including compensation, that have been established between BellSouth and each Coalition member. These terms and conditions are certainly subject to modification with the approval of the TRA. In fact, it is the very modification of these terms and conditions upon which we have entered negotiations with the Wireless Carriers and BellSouth in accordance with the May 5, 2003, Order issued by Director Jones. Until new terms and conditions are established pursuant to agreement or arbitration, however, the Coalition Members will enforce their rights pursuant to the existing agreements.

The Coalition has provided this information to the Wireless Carriers on numerous occasions, and most recently during the course of our meeting in Nashville on July 16.

Please confirm:

1. That you are aware that a business relationship exists between BellSouth and each Coalition member with respect to the establishment of physical interconnection between the companies.
2. Your understanding that the Coalition Members assert, as set forth in the Petition before the TRA in which the Wireless Carriers intervened, that there exist established terms and conditions with respect to the interconnection between BellSouth and the Coalition members.
3. That you are aware that the Coalition has repeatedly provided you with notice that your offer may be construed as an attempt to assist BellSouth in the avoidance of its obligations pursuant to the existing business arrangement between each Coalition member and BellSouth. Please do not overlook the fact that several Wireless Carrier company representatives have explained that they entered "meet point" arrangements to avoid the charges that BellSouth has previously "passed on" to the Wireless Carriers in accordance with filed interconnection agreements between BellSouth and the Wireless Carrier.
4. That each Wireless Carrier has reviewed the Coalition Petition in which it intervened and is aware, accordingly, of the claim of damages that each Coalition member may make.

As the Wireless Carriers know, the Coalition members previously compromised with BellSouth to establish an interim compensation level that temporarily altered the existing arrangement with

BellSouth through July 31, 2003. In the spirit of compromise to resolve the pending dispute with BellSouth, the Coalition Members have offered to continue the interim compensation level agreement with BellSouth until new terms and conditions for the interconnection arrangement, the very subject of our current negotiations, are approved by the TRA. The Wireless Carriers are also aware that BellSouth has refused the Coalition offer. Accordingly, the Coalition members will vigorously enforce their rights under the existing arrangements against all parties that act individually or in concert to deny those rights.

Sincerely,

**s/Stephen G. Kraskin**

Stephen G. Kraskin  
Counsel for the Rural Coalition

cc: Joelle Phillips, BellSouth  
Hon. Ron Jones, Hearing Officer  
Jill Mounsey, AT&T Wireless  
Monica Barone, Sprint PCS  
Elaine Critides, Verizon Wireless  
Bill Brown, Cingular  
Dan Menser, T-Mobile  
Jim Nauman, US Cellular  
Tom Sams, ClearTalk



Verizon Wireless  
1300 I Street NW  
Suite 400 West  
Washington, DC 20005

August 12, 2003

**Via E-mail and Regular Mail**

Stephen G. Kraskin, Esq.  
Kraskin, Lesse and Cosson, LLC  
2120 L Street, N.W., Suite 520  
Washington, DC 20037

Re: August 4, 2003 Letter on Behalf of the Tennessee  
Rural Independent Coalition

Dear Steve:

On behalf of AT&T Wireless Services, Sprint PCS, Cingular Wireless, Cellco Partnership, d/b/a Verizon Wireless, T-Mobile, US Cellular and Clear Talk (collectively "Wireless Carriers"), I am responding the above-referenced letter. Among other things, your letter rejected the July 30, 2003 Interim Reciprocal Compensation offer made by the Wireless Carriers. I am limiting my response only to those policy issues and interpretations of law, which you set forth in your rejection letter. My silence to any other point should not be construed as a tacit agreement with your stated legal positions or factual assertions.

The Wireless carriers disagree that Section 51.715<sup>1</sup> of the FCC's rules does not apply to the Wireless Carriers and the Tennessee Rural Independent Coalition ("Coalition"). As you know, there is no interconnection agreement to which the Wireless Carriers and Coalition members are parties, which is why the parties are engaged in negotiations of interconnection and reciprocal compensation arrangements pursuant to 47 U.S.C. §§ 251, 252. The IntraLATA Toll Arrangements you reference in your letter are between the Coalition members and BellSouth, another ILEC, not an interconnection arrangement between a "requesting carrier" and the Coalition members within the meaning of 47 C.F.R. §51.715(a)(1). We also disagree that the interim rules are "unnecessary", especially since the current flow of compensation for the termination of traffic is not reciprocal as required by the FCC's rules.

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<sup>1</sup> See 47 C.F.R. §51.715

Regardless of the difference of opinion with regard to the applicability of section 51.715 to the instant situation, the Wireless Carriers have made this offer in good faith in order to ensure that all parties are reasonably compensated during this interim period. We would, however, be interested in discussing any counter proposal for an interim reciprocal compensation agreement that would apply to all IntraMTA traffic being exchanged between your clients and the Wireless Carriers.

The admissions you desire from the CMRS carriers will not further the negotiations process at this point, and seem unnecessary considering the progress that was made at our negotiations last Wednesday, August 6, 2003. As far as your concerns about the Wireless Carriers acting collusively with BellSouth, I believe they are unfounded. While the Wireless Carriers do have transiting arrangements with BellSouth, such agreements are publicly available and on file with the Tennessee Regulatory Authority ("TRA"). The Wireless carriers are simply pursuing their statutory rights to enter into reciprocal compensation agreements with the Coalition members. To the extent the parties have differing legal positions and a negotiated agreement is not reached, both parties will have the opportunity to seek resolution of these legal issues with the TRA pursuant to 47 U.S.C. § 252(b).

From our negotiations, it is my understanding that you will be providing a negotiated rate or rates on behalf of your clients by August 18, 2003, and further negotiations will occur on August 20, 2003. In light of our ongoing negotiations, to the extent you require more information or have further questions surrounding the Wireless Proposal for interim compensation, please feel free to raise them at our next meeting.

Sincerely,

Elaine D. Critides

cc: Marc Sterling (Verizon Wireless)  
Bill Brown (Cingular Wireless)  
Jill Mounsey (AT&T Wireless)  
Suzanne Toller (AT&T Wireless)  
Jim Nauman (US Cellular)  
Tom Sams (ClearTalk)  
Dan Menser (T-Mobile)  
Joelle Phillips (BellSouth)  
Hon. Ron Jones, Hearing Officer (TRA)

**Toller, Suzanne**

EXHIBIT D

**From:** Toller, Suzanne  
**Sent:** Wednesday, October 08, 2003 10:53 AM  
**To:** Toller, Suzanne, 'Steve Kraskin', 'Steve Watkins', 'Mottern, Bruce H', 'Desda Hutchins', 'Levoy Knowles', 'David Dickey'  
**Cc:** 'Barone, Monica [CC]'; 'Tom Sams'; 'Pruitt, Bill H [NTWK SVCS]'; 'bruce mottern (bruce mottern)'; 'Clay Phillips'; 'Elaine Critides'; 'Sanchez, Gary'; 'Jill Mounsey'; 'Jim Naumann'; 'Brown, Bill'; 'Dan Menser', 'Fettman, Mann', 'Chiarelli, Joe M [CC]'; 'Marc Sterling - Verizon Wireless'  
**Subject:** RE: Tennessee Interconnection Negotiations  
**Importance:** High

As a follow up to my e-mail of last week, I wanted to get back to you all on three issues:

REDACTED

nt to the provisions of sections  
tive negotiation process

(3) Interim Compensation To follow up on our last call, the wireless carriers are willing to revise our Interim Compensation Offer of July 30, 2003 to increase the termination rate to 1 cent and to delete reference to 47 CFR 51.715. All of the other provisions of the interim offer would remain the same. If this proposal is of interest to the ICOs, I would suggest we discuss it in more detail on our call on Friday.

If you have any questions please do not hesitate to call me.

**Suzanne Toller**

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2/27/2004



**CERTIFICATE OF SERVICE**

I hereby certify that on March 3, 2004, a copy of the foregoing document was serviced on the parties of record, via US mail:

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Henry Walker